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| <b>Coverage:</b> | <b>Employment Practices Liability</b> |
| <b>Segment:</b>  | <b>Not-for-Profit Organizations</b>   |

## Form Features and Coverage Highlights

(i-bind)<sup>®</sup> provides access to some of the broadest and most competitively priced management liability coverage. (i-bind) offers broad eligibility criteria, encompassing the majority of not-for-profit classes. Eligible not-for-profit organizations must have 1,500 or fewer employees and \$100 million or less in annual revenues.

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### - Duty to Defend

Darwin appoints proven legal experts with well-earned reputations for fairness and responsiveness to represent Insureds. Even if only part of a claim is covered, defense expenses are covered in full without any allocation for uncovered allegations.

### - Defense Expenses

Defense expenses are in addition to the Limit of Liability and do not reduce the Limit of Liability.

### - Defense and Settlement of Claims

Darwin will not settle without the consent of an Insured. Even if an Insured refuses a settlement and the ultimate resolution is higher, the Insured only pays 20% of the loss and defense expenses in excess of the refused settlement.

### - Broad Definition of Employee, Includes

- Full and part time
- Seasonal
- Temporary
- Volunteer
- Leased employee or independent contractor (as long as the organization provides indemnification to the leased employee or independent contractor)

### - Broad Definition of Employment Practices Wrongful Act

Includes wrongful termination, harassment (including sexual harassment), discrimination, retaliatory action, breach of manual of employment policies or procedures issued by the organization, defamation, invasion of privacy, failure to promote, failure to employ, deprivation of tenure, and wrongful demotion, evaluation or discipline.

### - Insured Person

Includes an extension for domestic partners and spousal coverage.

### - Third Party Coverage

Includes harassment (including sexual harassment), discrimination, and humiliation.

### - Subsidiaries

- Not-for-profit subsidiaries automatically covered
- For-profit subsidiaries may be scheduled by endorsement

- **75-day Post-policy Reporting Window**  
For reporting claims—automatically included.
  
- **Worldwide Coverage**  
For acts committed or claims brought anywhere in the world.
  
- **Non-cancelable by Insurer**  
Except for non-payment of premium when due.
  
- **Severability of the Exclusions**  
No wrongful act of any Insured Person will be imputed to any other Insured Person.
  
- **Severability of the Application**  
Provides protection for innocent Insured Persons who were unaware of the misrepresentation; knowledge imputed to organization only if an officer or director of the organization (or functionally equivalent role) knew of misrepresentation.
  
- **Bodily Injury Exclusion**  
Bodily Injury exclusion is not absolute. Carveback for mental anguish and emotional distress.

This information is provided as a general overview. Actual coverage may vary and is subject to policy language as issued. (i-bind)® is a trademark and service of Darwin Professional Underwriters, Inc. Coverage is underwritten by Darwin-member companies, which include, Darwin Professional Underwriters, Inc., Darwin National Assurance Company (DNA), and Darwin Select Insurance Company (Darwin Select). DNA and Darwin Select have earned an A.M. Best rating of “A- (Excellent).” Coverage is offered only through duly licensed agents and brokers. Risk management information is subject in all respects to advice provided by insurance advisors or legal counsel familiar with issues specific to your organization. © Darwin Professional Underwriters, Inc. All Rights Reserved.